

**BEFORE SUBMITTING YOUR BID**

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
  - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
  - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

**AND FOR FEDERAL AID PROJECTS**

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

**If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3430.**

**For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.**

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request. Please provide us an email address, so we can maintain the planholders list that both the industry and MDOT uses.**

**Additionally, the new Acknowledgement of Bid Amendment form will be placed in MDOT bid packages beginning with the 2/12/03 advertisements. After that date, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids.**

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Pooler at [rebecca.pooler@maine.gov](mailto:rebecca.pooler@maine.gov).

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT**\_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

# NOTICE

The Department has revised the Disadvantaged Business Enterprise Proposed Utilization form and the procedure that has been used for the past several months for Contractors to submit the form.

The Apparent Low Bidder now must submit the form by close of Business (4:30 P.M.) on Bid day.

The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Disadvantaged Business Enterprise Proposed Utilization Plan form will no longer be used. The new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOTs DBE Directory of Certified firms can also be obtained at [http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

# NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

# REQUEST FOR INFORMATION

[illegible]

**Bid Date:** \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

RFI No: \_\_\_\_\_ RFI received: \_\_\_\_\_

**Response:**\_\_\_\_\_

[illegible]

Response By:\_\_\_\_\_ Date:\_\_\_\_\_



# CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section  
16 State House Station,  
Augusta, Me 04333-0016  
or  
Fax: 207-624-3431

Contractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ FEDERAL PROJECT # \_\_\_\_\_ LOCATION: \_\_\_\_\_

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = \_\_\_\_\_ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

\_\_\_\_\_  
\_\_\_\_\_.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.  
No DBE firms bid.

\*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.  
Directory of certified DBEs is available on MDOT's website: [www.state.me.us/mdot](http://www.state.me.us/mdot)

Equal Opportunity Use:

Plan received \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_ Action: \_\_\_\_\_



## Office of Human Resources

### Equal Opportunity

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## MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

[http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.*

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for building A Safety Improvement Project in the town of Orland" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on November 19, 2003, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Highway Construction projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. STP-1074(400)X, PIN. 10744.00

Location: In Hancock County, project is located on Rte.1 in Orland project begins at Orland Falls Rd. and extends easterly 0.28 km.

Outline of Work: Remove raised island with hot mix asphalt, curb, pavement markings, and other incidental work.

The basis of award will be Section 0001.

For general information regarding Bidding and Contracting procedures, contact Bruce Carter at (207)624-3430. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Jim Mansir** at (207)624-3621. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)287-3392.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division II Office in Ellsworth. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$8.00 (\$11.00 by mail). Half size plans \$4.00 (\$6.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

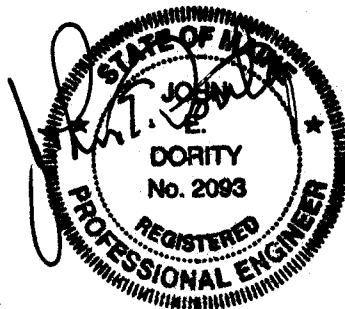
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$2,500.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine  
October 29, 2003



JOHN E. DORITY  
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**  
**&**  
**SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.state.me.us/mdot/project/design/schedule.htm>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, and to incorporate them into their Bid Package. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package. Failure to acknowledge receipt of all Amendments to the Bid Package will be considered a Non-curable Bid Defect in accordance with Section 102.11.1 of the Standard Specifications, Revision of December 2002.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

**Bid Bond Validation Number** \_\_\_\_\_  
**(Applicable to annual bid bonds or electronic bid bonds.)**

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 010744.00

PROJECTS

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STP-1074(400)X

COUNTY : HANCOCK

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010744.00

PROJECT(S): STP-1074(400)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
SECTION 0001 HIGHWAY ITEMS				
0010	203.20 COMMON EXCAVATION	97.000		
	M3			
0020	403.1021 TEXTURED ASPHALT PAVEMENT	450.000		
	M2			
0030	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	105.000		
	MG			
0040	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	42.000		
	MG			
0050	409.15 BITUMINOUS TACK COAT APPLIED	90.000		
	L			
0060	609.35 CURB TYPE 5 - CIRCULAR	6.000		
	M			
0070	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY )	487.000		
	M			
0080	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	58.000		
	M2			
0090	629.05 HAND LABOR, STRAIGHT TIME	8.000		
	HR			
0100	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010744.00

PROJECT(S): STP-1074(400)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	204.000 M2				
0120	659.10 MOBILIZATION	LUMP	LUMP			
0130	910.301 SPECIAL WORK	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job)  
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of West Eastport, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.



**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is       (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)        
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness Sign Here)  
Witness

CONTRACTOR  
(Sign Here)  
\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Print Name Here)  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
(Witness)

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **10744.00** for **a Safety Improvement Project** in the town of **Orland**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 18, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN. 10744.00 – A Safety Improvement Project – in the town of Orland,**

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **10744.00** for **a Safety Improvement Project** in the town of **Orland**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 18, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**



The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN. 10744.00 – A Safety Improvement Project – in the town of Orland,**

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of \_\_\_\_\_  
promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20....

WITNESSES:

Signature.....

Print Name Legibly .....

Signature .....

Print Name Legibly .....

SURETY ADDRESS:

.....

.....

.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....

Print Name Legibly .....

SURETY:

.....

Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business in \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

TELEPHONE .....

GENERAL DECISION ME030009 06/13/03 ME9  
General Decision Number ME030009

Superseded General Decision No. ME020009

State: Maine

Construction Type:  
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05

Bulldozers	12.33	2.88
Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57

#### TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the  
interested party's position and by any information (wage payment  
data, project description, area practice material, etc.) that the  
requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an  
interested party may appeal directly to the Administrative Review  
Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION



Town:.....Orland  
Project:...STP-1074(400)  
PIN:.....10744.00  
Location:Route 1 (Orland Falls Road) @  
Intersection of Route 1,  
School House Road, &  
Upper Falls Road  
Date: ...October 17, 2003

**SPECIAL PROVISIONS**  
**SECTION 104**  
**Utilities**

**MEETING**

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required as no utility relocations or adjustments are anticipated.

**GENERAL INFORMATION**

A portion of the existing paved median island, including curbing pavement and gravel will be removed to the elevation of the existing travel-way gravel and then repaved.

No utility facilities are located within the limits of the existing median island.

**DIG SAFE**

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 § 3360-A, Maine "Dig Safe" System.

**THE CONTRACTOR SHALL PLAN AND CONDUCT THE WORK ACCORDINGLY.**

/dpb

SPECIAL PROVISION  
SECTION 107  
TIME

The specified contract completion date is June 18, 2004.

**SPECIAL PROVISION**  
**CORRECTIONS, ADDITIONS AND REVISIONS**  
Standard Specifications - Revision of December 2002

**SECTION 101**  
**CONTRACT INTERPRETATION**

**101.2 Definitions - Closeout Documentation**

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

**SECTION 102**  
**DELIVERY OF BIDS**  
(Location and Time)

**102.7.1 Location and Time**

Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

**SECTION 103**  
**AWARD AND CONTRACTING**

**103.3.1 Notice and Information Gathering**

Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

**SECTION 105**  
**GENERAL SCOPE OF WORK**

**105.6.2 Contractor Provided Services**

Change the first paragraph by the addition of the following as the second sentence: “The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

## SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: “This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content.”

Add the following to the beginning of paragraph 3 of A: “For pay factors based on Quality Level Analysis, and”

## SECTION 107 TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”

## SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words “...Delivered on or near the Work site at acceptable storage places.”

## SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

## SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

## SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may .....”

## SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

## SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting bsses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SECTION 604  
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SECTION 615  
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SECTION 618  
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed .....” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SECTION 620  
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SECTION 626  
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SECTION 637  
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SECTION 656  
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

SECTION 709  
**REINFORCING STEEL AND WELDED STEEL WIRE FABRIC**

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [ $\frac{1}{2}$  inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

SECTION 712  
**MISCELLANEOUS HIGHWAY MATERIALS**

Add the following:

"712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps- ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible



signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and

circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [ $\frac{1}{2}$  in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [ $\frac{3}{4}$  in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

## SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SPECIAL PROVISION  
SECTION 401  
HOT MIX ASPHALT PAVEMENT

**Section 401 - Hot Mix Asphalt Pavement, subsection 401.222 Pay Factor (PF) (Methods A and B), paragraph 1 through 3, has been deleted and replaced with the following revision. These revisions will remain in effect for all Hot Mix Asphalt Pavements to be placed in calendar year 2003.**

**All Hot Mix Asphalts Pavements to be placed in calendar year 2004 will be governed by the limits outlined in Section 401, subsection 401.222 of the Standard Specifications.**

“401.222 Pay Factor (PF) (Methods A and B) The Department will use density, Performance Graded Asphalt Binder content, voids @N<sub>d</sub>, VMA, VFB, F/B<sup>e</sup>, and the screen sizes listed in Table 10 for the type of HMA represented in the JMF. The Department will evaluate materials using the following price adjustment factors under Section 106.7 - Quality Level Analysis.

The Department will apply price adjustments to the appropriate Hot Mix Asphalt Pavement pay items. Price adjustments shall be applied based on test results for each lot. If any pay factor for any single property (or composite gradation) falls below 0.85, the Contractor shall shut down the HMA plant. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.75 for Method A or 0.83 for Method B, the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.55 for Method A or 0.70 for Method B.

If the pay factor for Density falls below 0.75 for Method A or 0.83 for Method B, all of the cores will be randomly recut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.75 for Method A or below 0.83 for Method B, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department. Pay factors equal to or greater than the reject level will be paid accordingly.”

Orland  
STP-1074(400)X  
Route 1 and Orland Falls Road  
Safety Improvement  
October 8, 2003

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT**

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<b><u>Remove Raised Traffic Island and Resurface with 140mm HMA</u></b>						
Wearing	12.5mm	403.208	N/A	40mm	1	4,9,22
Base	19.0mm	403.207	N/A	100mm	2/more	4,9,11,15

**COMPLEMENTARY NOTES**

4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS.
9. Section 106.6 Acceptance, (2) Method C.
10. A "FINE" 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
15. Any base or binder mix left exposed to traffic over the winter shall have a layer of 12.5 mm mix substituted for the 19mm mix. If this substitution is made, the specified layers may need to be modified, as approved by the Resident.
22. The pavement surface shall be textured to meet the requirements of Special Provision 403 – Textured Asphalt Pavements.

**Tack Coat**

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m<sup>2</sup>, and on milled pavement approximately 0.2 L/m<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION  
SECTION 403  
TEXTURED ASPHALT PAVEMENT

Description The Contractor shall texture the pavement at those locations shown on the plans. Texturing shall meet the requirements of **Street Print TM Pavement Texturing** or an approved equal. Work shall include coloring the textured asphalt a “brick red” color. Template pattern and color is to be submitted and approved by the Department before application begins.

Method of Measurement The Department will measure the quantity of Textured Asphalt Pavement by the square meter [square yard].

Basis of Payment Payment will be for the accepted quantity of Textured Asphalt Pavement at the contract unit price, which will be full compensation for all labor, materials, and incidentals needed to satisfactorily complete the work.

Payment will be made under;

Pay Item

Pay Unit

403.1021 Textured Asphalt Pavement

Square Meter [Square Yard]

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC  
(Traffic Control)

652.7 Method of Measurement. This entire Subsection is revised to read:

Traffic Control Supervisor, furnishing, installation, and maintenance of all traffic control devices **including flaggers** will be measured as one **lump sum** for all work authorized and performed.

652.8 Basis of Payment. This entire Subsection is revised to read:

Traffic Control will be paid for at the contract **lump sum** price. Payment will be full compensation for the Traffic Control Supervisor, flaggers, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary shall be considered part of the lump sum price.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

The Lump Sum will be payable in installments as follows: 5% of the Lump Sum once the approach signing is complete and approved, with the 95% balance to be paid as the work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the contractor to follow the Contracts 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a reduction in payment, computed by reducing The Lump Sum Total by 5% per occurrence. The Departments Resident Engineer or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

**There will be no extra payment for this pay item after the expiration of contract time.**

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.39 Work Zone Traffic Control	Lump Sum

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

Standard Specifications, Section 656 is deleted and replaced by this Special Provision. The following information and requirements apply specifically to this Project.

- 1) If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan for his/her approval. At a minimum, the SPCCP shall include:
  - a) The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
  - b) General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
  - c) Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
  - d) A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section 105.2.2 - Project Specific Emergency Planning*.
- 2) The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:
  - a) All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)
  - b) The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
  - c) All areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All



**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.

- d) Augured earth materials shall be disposed of in accordance with all federal, state, and local laws and regulations. If the materials will be stockpiled on-site they shall be contained on-site to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- e) If the earth materials will be reused on-site, they shall be mulched at the end of each working day, and seeded in accordance with *Standard Specification, Section 618 - Seeding*, unless the contract states otherwise. The materials shall be contained, as necessary, to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- f) The Environmental Coordinator must inspect and maintain daily all erosion and sediment controls for the duration of the project.
- g) Any costs related to this plan shall be considered incidental to the contract.
- h) If the Project Resident directs activity that involves soil disturbance beyond the auguring activity or that involves In-stream Work, all permits shall be obtained by the DOT, the Standard Specification 656 shall be re-instituted, and a full SEWPCP will be required and paid for as Extra Work, prior to the start of the new activity.

SPECIAL PROVISION  
SECTION 910  
SPECIAL WORK  
(Remove and Salvage type 5 curb)

Description The Contractor shall saw cut, remove and salvage Type 5 curb as shown on the plans. The removed curb shall be delivered to MDOT – Orland Gilpin Road before May 10, 2004 as directed.

Method of Measurement Based on approx. 304 meters of curb removed, this item of work will be measured by the Lump Sum.

Basis of Payment Payment will be at the lump sum price, which will be full compensation for all labor, materials, and incidentals necessary to satisfactorily complete the work.

Payment will made under:

<u>Pay Item</u>	<u>Pay Unit</u>
910.301 Special Work - Remove and Salvage Type 5 Curb	Lump Sum

# Permits & Cultural Resources Unit

PIN #: 10744.00

Location: Orland

Permit Member: J Nichols

Photographs ☐

Database/Projex ☐

Package to ENV Coordinator: 10/21/03

## ☒ HISTORIC AND CULTURAL RESOURCES

MHPC Historic Resources

N/A ☐

Applicable ☒

Approved ☒

MOA ☐

MHPC Archeological Resources

N/A ☐

Applicable ☒

Approved ☒

MOA ☐

Tribal Consultation

N/A ☒

Applicable ☐

Approved ☐

## ☒ 4(f) and 6(f)

Section 4(f)

N/A ☒

Applicable ☐

Approved ☐

LAWCON 6(f)

N/A ☒

Applicable ☐

Approved ☐

## ☒ FEMA

N/A ☒

Applicable ☐

Approved ☐

## ☒ Maine Department of Environmental Protection (MDEP) Site Location of Development

N/A ☒

Applicable ☐

Approved ☐

## ☒ Local Zoning, Title 30-A, Section 4352-6.

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes

☐ No ☒ If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☒ If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed.

Approved ☐

## ☒ Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

Eagle Nest

N/A ☒

Applicable ☐

Approved ☐

Piping Plover

N/A ☒

Applicable ☐

Approved ☐

Roseate Tern

N/A ☒

Applicable ☐

Approved ☐

## ☒ United States Fish and Wildlife Service (USFWS), Migratory Bird Act

N/A ☒

Applicable ☐

## ☒ Maine Department of Conservation/ Public Lands, Submerged Land Lease

N/A ☒

Applicable ☐

## ☒ Land Use Regulation Commission (LURC) ☒ Not Applicable

No permit

☐

Notice

☐

Approved ☐

Permit

☐

Approved ☐

## ☒ Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required ☒

Exempt ☐

(Must use erosion and sediment control and not block fish passage.)

PBR ☐

Approved ☐

Tier 1 ☐

Approved ☐

Tier 2 ☐

Approved ☐

Tier 3 ☐

Approved ☐

## ☒ Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required ☒

Category 1-NR ☐

Approved ☐

Category 2 ☐

Approved ☐

Category 3 ☐

Approved ☐

## ☒ IN-WATER TIMING RESTRICTIONS: 105 Special Provision ☐ n/a ☒

Dates instream work is allowed:

## ☒ Special Provision 656, Erosion Control Plan

\* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.